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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OREGON AT PORTLAND

UNITED STATES OF AMERICA

PLAINTIFF

VS.

STEVEN AVERY.[@]

) CASE NO. 11-CR-274-HA.

)

) MOTION TO DISMISS INDICTMENT

) ON THE GROUNDS THAT THE INDICTMENT

) IS PART OF INTENTIONAL FRAUD, WHICH

) MAKES IT AN FRAUDULENT INSTRUMENT

) THAT MUST BE DISMISSED WITH PRE-

) JUDICE.

Comes now Steven Avery[@] in pro per, and moves this Court for an Order to dismiss the Indictment for said Indictment is part of INTENTIONAL FRAUD.

THE ACT OF FRAUD:

- 1.) A knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment. Fraud in usu. a tort, but in some cases (esp. when the conduct is willful) it may be a crime. - Also termed Intentional Fraud.[Key 1,2,16]2) A misrepresentation made recclessly without belief in the truth to induce another Person to act.[Case Fraud Key 31.]
- 3.) A tort arising from a knowing misrepresentation made to induce another to act to his or her detriment. [Case Fraud Key 13(3).]
- 4.) Unconsonable dealings; esp., in Contract Law, the unfair use of the power arising out of the parties' relative positions, and resulting in an unconscionable bargain.[Case: contract key1. C.J.S. contract §§ 2-3, 9, 12.]

FRAUD IN THE FACTUM:

Fraud occuring when a legal instrument as actually excuted differ from the one intended for execution by the person who executes it or when the instrument may have had no legal existence. Compared to fraud in the inducement, fraud in the factum occurs only rarely, as when a blind person signs a mortgage when he misleadingly told he

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signing a letter. - Also termed [Fraud in the Execution; Fraud in the making. Cf. Fraud in the inducement. [Case; Contract key 94(1). C.J.S. Contract §§ 136, 139-140, 156-160, 170-171, 173-174.]

FRAUD IN THE INDUCEMENT:

Fraud occurring when a misrepresentation leads another to enter into a transaction with a false impression of the risk, duties, or the obligations involved; an intentional misrepresentation of a material of a material risk or duty reasonably relied on, thereby injuring the other Party without vitiating the Contract itself, esp. about fact relating to value. - Also termed Fraud in the procurement. Cf. Fraud in the factum [Case: Contract key 94(1); Fraud-key 3,24. C.J.S. Contracts §§136, 139-140, 156-160, 170-171, 173-174.]

EXTRINSIC FRAUD:

- 1.) Deception that is collateral to the issues being considered in the case; intentional misrepresentation or deceptive behavior outside the transaction itself (whether a contract or a lawsuit), depriving one Party of informed consent or full participation. For example, a person might engage in extrinsic fraud by convincing a litigant not to hire counsel or answer by dishonesty saying the matter will not be pursued. - also termed collateral fraud.
- 2.) Deception that prevents a person from knowing about or asserting certain rights. [Cases; Judgements key 375, 443(1). C.J.S. Judgements §309.]
Fraudulent Act; conduct involving bad faith, dishonesty, lack of integrity, or moral turpitude. Also termed a dishonest act; Fraudulent or dishonest act.

DISCLOSURE,

- 1.) The act or process of making known something that was previously unknown; a revelation of facts (a lawyer's disclosure of a conflict of interest).
- 2.) Public disclosure of Private facts. The public revelation of some aspect of a Person's private life without a legitimate public purpose. The disclosure is actionable in tort if the disclosure would be highly objectionable to a reasonable person. [See invasion of privacy and publicly §§ 17,20-21, 23-27, 31,33, 40-41 Cases: Torts key 8.5(5.1) C.J.S.]